Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Heritage Brands, LLC		110/18/2007	LIMITED LIABILITY COMPANY: NEW JERSEY

RECEIVING PARTY DATA

Name:	KIK International, LLC
Street Address:	33 MacIntosh Blvd
City:	Concord
State/Country:	ONTARIO
Postal Code:	L4K 4L5
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 18

Property Type	Number	Word Mark
Registration Number:	2949989	BRIGHT WATER
Registration Number:	2928971	TOP JOB
Registration Number:	3047324	SPRING AIRE
Registration Number:	2473524	SPRING TIME
Registration Number:	3010405	SOLO
Registration Number:	2628873	SOLO
Registration Number:	2421790	SPRING TIME
Registration Number:	1336232	BRIGHT WATER
Registration Number:	1336230	BRIGHT WATER
Registration Number:	0776326	TOP JOB
Registration Number:	3015544	FAST-N EASY
Registration Number:	2921340	OXY-COMPLEX
Registration Number:	2919621	OXY-MATRIX
Registration Number:	2519227	SPIN

TRADEMARK

900090562 REEL: 003650 FRAME: 0475

294998

CH 8465

Registration Number:	0810717	SEA MIST
Registration Number:	0773821	SEA MIST INSIDE 'N' OUTSIDE
Serial Number:	78605761	SUAVE Y TIERNO
Serial Number:	78831389	ROAR

CORRESPONDENCE DATA

Fax Number: (212)492-0551

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212.373.3551

Email: alee@paulweiss.com, gboyd@paulweiss.com

Correspondent Name: S. Gregory Boyd

Address Line 1: 1285 Avenue of the Americas

Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER:	18600-002
NAME OF SUBMITTER:	S. Gregory Boyd
Signature:	/S. Gregory Boyd/
Date:	10/30/2007

Total Attachments: 4

source=heritage tm assignment#page1.tif source=heritage tm assignment#page2.tif source=heritage tm assignment#page3.tif source=heritage tm assignment#page4.tif

> TRADEMARK REEL: 003650 FRAME: 0476

TRADEMARK ASSIGNMENT

This Trademark Assignment is made and entered into as of October 18, 2007 (this "Assignment"), by Heritage Brands, LLC, a New Jersey limited liability company ("Seller"), in favor of KIK International, LLC, a Delaware limited liability company ("Purchaser"). Capitalized terms used but not defined herein have the meanings assigned to them in the Asset Purchase Agreement dated as of September 21, 2007 (the "Purchase Agreement") among Purchaser, Seller, Ved Singh and Albert Nicusanti.

Pursuant to the Purchase Agreement, Seller has agreed to sell, convey, assign and transfer to Purchaser all of its right, title and interest in and to the Intellectual Property including, without limitation, the trademarks listed on <u>Schedule 1</u> attached hereto (the "<u>Trademarks</u>").

The parties wish to execute this Assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and filing this Assignment with the United States Patent and Trademark Office, as may be necessary to effectuate the assignment and transfer of the Trademarks to Purchaser.

In consideration of the premises and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Seller hereby assigns, transfers, conveys and delivers to Purchaser all of its right, title and interest in and to (a) each of the Trademarks, (b) the goodwill of the business symbolized by and associated with the Trademarks, (c) all applications and registrations thereof throughout the world, and (d) all rights to proceeds of the foregoing, including, without limitation, any claim by Seller against third parties for past, present, or future infringement of the Trademarks.
- 2. To the extent the Trademarks include any United States trademark application that is based on an intent-to-use, Seller hereby acknowledges that this assignment is to a successor to that portion of Seller's business to which the Trademarks pertain, in accordance with 15 U.S.C. § 1060(a)(1).
- 3. Seller hereby acknowledges and agrees that from and after the date hereof, Purchaser shall be the exclusive owner of the Trademarks.
- 4. As further set forth in the Purchase Agreement, Seller shall, at Purchaser's reasonable request, take such further action and execute such additional agreements and instruments as may be necessary to effect the assignment contemplated hereby and to perfect Purchaser's title in and to the Trademarks. In addition, Seller shall provide Purchaser and its successors, assigns and legal representatives reasonable cooperation and assistance, at Purchaser's request and sole cost and expense, in the prosecution or defense of any proceeding that may arise in connection with any of the rights assigned hereby.

[The next page is the signature page]

Doc #:NY7:322459.2

TRADEMARK
REEL: 003650 FRAME: 0477

IN WITNESS WHEREOF, Seller has caused this Assignment to be duly authorized and executed as of the date hereof.

HERITAGE BRANDS, LLC

Name:

Title: Member Manager

STATE OF	
COUNTY OF ESSEX)	
On this Ab day of OCTOBEK, 2007 before me personal lower, to me known to be the person who signed the foregoing instrubeing duly sworn by me did depose and state that [s/he] is a representative Brands LLC; [s/he] signed the instrument in the name of Heritage Brands [s/he] had the authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument on behalf of Heritage Brands [s/he] had the Authority to sign the instrument of the Instrument of Heritage Brands [s/he] had the Authority to sign the instrument of the In	ve of Heritage s LLC; and
Notary Public	, ,

SCHEDULE 1

Trademarks

MARK	SERIAL NUMBER	REG. NUMBER
BRIGHT WATER	78239436	2949989
TOP JOB	78378753	2928971
SPRING AIRE	76488262	3047324
SPRING TIME	76078943	2473524
	76611323	3010405
SOLO	75982333	2628873
SPRING TIME	75481553	2421790
BRIGHT WATER	73508390	1336232
BRIGHT WATER	73508388	1336230
TOP JOB	72180758	0776326
FAST-N EASY	78487075	3015544
OXY-COMPLEX	76532959	2921340
OXY-MATRIX	76532953	2919621
SPIN	75833415	2519227.
SEA MIST	72229892	0810717
SEA MIST INSIDE 'N' OUTSIDE	72140778	0773821
SUAVE Y TIERNO	78605761	
ROAR	78831389	

Doc #:NY7:322459.2

RECORDED: 10/30/2007

TRADEMARK REEL: 003650 FRAME: 0480